

MASS MAILING

The attached document is part of a mass mailing received in Docket Nos. 96-83 and 95-59. The following list specifies the names of the parties filing formal comment. The number of identical documents as specified in the File Number/City, St. field have been received by the Commission on this same date. You may contact an information technician in the Public Reference Room, Room 239 or 230 to view the documents.

Docket Number	Receipt/Adopted/Issued	Name of Applicant
95-59	9/25/96	#13 FRIENDSHIP COURT
95-59	9/25/96	#57 REEDWOOD MANOR
95-59	9/25/96	#75 FAIRVIEW APARTMENTS
95-59	9/25/96	AEGON USA REALTY ADVISORS
95-59	9/25/96	AEGON USA REALTY MANAGEME
95-59	9/25/96	AMLI RESIDENTIAL PROPERTI
95-59	9/25/96	APPLE CREEK APARTMENT
95-59	9/25/96	BELMONT CROSSING APARTMEN
95-59	9/25/96	BELTWAY PLAZA
95-59	9/25/96	BEVERLY APARTMENTS
95-59	9/25/96	BOULDER PLAZA APARTMENT
95-59	9/25/96	BRIARWOOD
95-59	9/25/96	BRIDGEPORT APARTMENT
95-59	9/25/96	BRIXTOM SQUARE
95-59	9/25/96	CANYON APATMENTS
95-59	9/25/96	CARRIAGE SQUARE APARTMENT
95-59	9/25/96	CEDAR BROOKE APARTMENTS
95-59	9/25/96	CEDAR LAKE APARTMENT
95-59	9/25/96	CEDAR TREE APARTMENTS
95-59	9/25/96	CHAPEL HILL TOWERS
95-59	9/25/96	CHELSEA PLACE
95-59	9/25/96	COTTONWOOD PARK CONDOMINI
95-59	9/25/96	COVINGTON POINTE
95-59	9/25/96	CROSS CREEK
95-59	9/25/96	CROSSING OF BELLVUE, THE
95-59	9/25/96	DINEYARDS, THE
95-59	9/25/96	EAST COAST PROPERTIES
95-59	9/25/96	FAIRWAY, THE
95-59	9/25/96	FENIMORE COURT
95-59	9/25/96	FORESTCITY MANAGEMENT
95-59	9/25/96	FOUR WINDS APARTMENTS
95-59	9/25/96	GARDEN COURT APARTMENTS
95-59	9/25/96	GELTMORE, INC.
95-59	9/25/96	GREENVILLE ARMS
95-59	9/25/96	HAETHORN PLAZA
95-59	9/25/96	HIGHGATE APARTMENTS
95-59	9/25/96	HOODVIEW APARTMENTS
95-59	9/25/96	HRO INTERNATIONAL
95-59	9/25/96	INDIAN CREEK VILLAGE
95-59	9/25/96	IOWA ILLNOIS MANIR
95-59	9/25/96	LA COLINA
95-59	9/25/96	LAFAYETTE SQUARE
95-59	9/25/96	LAMDONTOWN APARTMENTS
95-59	9/25/96	LAURELS, THE
95-59	9/25/96	LENOX CLUB, THE
95-59	9/25/96	LENOX LUXARY APARTMENTS
95-59	9/25/96	LEWINGER HAMILTON
95-59	9/25/96	LEXINGTON GLEN
95-59	9/25/96	MAYOR MALLIS MANOR
95-59	9/25/96	MICHELSON ORGANIZATION, T
95-59	9/25/96	MIDTOWN TOWERS
95-59	9/25/96	MILLENDER CENTER

Docket Number	Receipt/Adopted/Issued	Name of Applicant
95-59	9/25/96	MILLENDER CENTER APARTMEN
95-59	9/25/96	MINK & MINK
95-59	9/25/96	NAPA VALLEY
95-59	9/25/96	OAK HILLS
95-59	9/25/96	OAK HILLS COUNTRY CLUB VI
95-59	9/25/96	OAKS OF NORTHGATE APARTME
95-59	9/25/96	OASIS RESIDENTIAL INC.
95-59	9/25/96	OCCIDENTAL DEVELOPMENT LT
95-59	9/25/96	ONE FRANKLIN TOWN
95-59	9/25/96	O'CONNOR GROUP, THE
95-59	9/25/96	PANORAMS TERRACE
95-59	9/25/96	PENNYBROOK APARTMENTS
95-59	9/25/96	PINEWOOD
95-59	9/25/96	PRESTON CREEK APARTMENTS
95-59	9/25/96	QUEENSWOOD APARTMENT
95-59	9/25/96	RCC GROUP, THE
95-59	9/25/96	REAL ESTATE BOARD OF NEW
95-59	9/25/96	REGENCY CLUB, THE
95-59	9/25/96	RIVER HILL
95-59	9/25/96	RIVERBEND APARTMENTS
95-59	9/25/96	ROCK ROSE
95-59	9/25/96	SANDALWOOD MANAGEMENT INC
95-59	9/25/96	SANDALWOOD MANAGEMENT INC
95-59	9/25/96	SEQUOYAH VILLAGE ET.AL
95-59	9/25/96	SHERWOOD APT, ASSOC LTD
95-59	9/25/96	SPRING CREEK
95-59	9/25/96	STEEPLECHASE
95-59	9/25/96	STONE RIDGE
95-59	9/25/96	STONEWALL APARTMENT
95-59	9/25/96	STONEY CREEK APARTMENTS
95-59	9/25/96	STONEY CREEK APARTMENTS
95-59	9/25/96	STRATFORD, THE
95-59	9/25/96	SUMMERHILL APARTMENTS
95-59	9/25/96	SUMMERTIME APARTMENTS
95-59	9/25/96	SUNFLOWER TOWNHOUSE AND A
95-59	9/25/96	SUNSET VILLAGE
95-59	9/25/96	SURFSIDE TOWERS APARTMENT
95-59	9/25/96	SURREY APARTMENTS
95-59	9/25/96	SUTTERS MILL
95-59	9/25/96	TILLERY RIDGE APARTMENTS
95-59	9/25/96	TOWN & COUNTRY
95-59	9/25/96	TROLLEY PLAZA
95-59	9/25/96	TROWBRIDGE, THE
95-59	9/25/96	VENTURE VILLA
95-59	9/25/96	WALKER SPRINGS
95-59	9/25/96	WALLHALLA GARDENS I & II
95-59	9/25/96	WATERFORD SQUARE
95-59	9/25/96	WATERFORD VILLAGE APARTME
95-59	9/25/96	WESLEY VILLAGE RETIREMENT
95-59	9/25/96	WEST HILLS VILLAGE
95-59	9/25/96	WESTERN NATIONAL PROPERTY
95-59	9/25/96	WESTERN NATIONAL PROPERTY
95-59	9/25/96	WINGFIELD CLUB APARTMENTS
95-59	9/25/96	WINNSBORO ARMS

TOTAL : 106



Walker Springs

RECEIVED

SEP 25 1996

FCC MAIL ROOM

DOCKET FILE COPY ORIGINAL

September 23, 1996

Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M Street, NW, Room 222
Washington, DC 20554

Re: Preemption of Local Zoning Regulation of Satellite Earth Stations, 1B
Docket No. 95-59 and Implementation of Section 207 of the
Telecommunications Act of 1996, CS Docketed No. 96-83

Dear Mr. Caton:

I am writing in response to the FCC's Report and Order and Further Notice of Proposed Rulemaking released on August 6, 1996, which asks for comments "with regard to placement of antennas on common areas of rental property, property not within the exclusive control of a person with an ownership interest, where a community association or landlord is legally responsible for maintenance and repair and can be liable for failure to perform its duties properly." We enclose six (6) copies of this letter in addition to this original.

Walker Springs Apartments is located in Knoxville, Tennessee. The property consists of 168 units and serves approximately 205 residents. The property is managed by Insignia Financial Group, a diversified real estate business and the largest multifamily manager, as well as multifamily owner, in the United States.

Granting persons who do not have an ownership interest in the property they rent a presumptive right to install a satellite dish or to demand a community-based signal will adversely affect the conduct of our business without justification and needlessly raise additional legal issues. We question whether the Commission has the authority to require us to allow the physical invasion of our property. We must retain the authority to control the use of our property, for many reasons.

The FCC should not extend regulations implementing Section 207 of the telecommunications Act of 1996 to situations in which the viewer does not have exclusive use or control and a direct ownership interest in the property where the antenna is to be installed, used and maintained. There are many factors such as safety, security, aesthetics, liability and insurance costs that a private property owner must consider and manage on a day-to-day basis. All of these factors are vital to the operation of an apartment community and cannot be discounted or property compensated for on a uniform basis.

The weight or wind resistance of a satellite and the quality of installation may create maintenance problems and - more importantly - a hazard to the safety of residents, building employees, and passers-by. Damage to the property caused by water seepage into the building interior, corrosion of metal mounts, or weakening of concrete could lead to safety hazards and very costly maintenance and repair. Slipshod or faulty contractors could create all kinds of safety problems. Even good installers cannot guarantee against weather damage.

721 Walker Springs Road • Knoxville, TN 37923 • (615) 693-7470

Mr. William F. Caton
Page 2
September 23, 1996

The technical limitations of satellite technology create problems because all of our residents may not be able to receive certain services. It is our understanding that satellites are only positioned in certain areas thus limiting access. A community-type satellite dish or antenna mounted on the roof of our properties is not necessarily the answer because of the great variation in condition and quality of roofs, and it may be totally impractical and uneconomical to provide service to a small universe of potential subscribers.

In conclusion, we urge the FCC to avoid interfering in our relationships with our residents. All of the potential problems we cite will adversely affect the safety and security of our properties as well as our bottom line and property rights.

Thank you for your attention to our concerns.

Sincerely,

A handwritten signature in cursive script, appearing to read "Genine Rolan".

Genine Rolan
Property Manager

GR:kh